

STATE OF INDIANA)
)
COUNTY OF MARION)

SS:

IN THE MARION SUPERIOR COURT
CAUSE NO. 49D03 08 07 PL 034492

STATE OF INDIANA)
)
Plaintiff,)
)
v.)
)
AAA ENTERPRISE CONSTRUCTION, INC. and)
RICK DONNELLA, individually and doing)
Business as AAA ENTERPRISE CONSTRUCTION,)
INC. and ENTERPRISE ROOFING)
CONTRACTORS, INC.)
)
Defendants.)

FILED

89 DEC 15 2008

Charles C. White
CLERK OF THE MARION CIRCUIT COURT

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendants, AAA Enterprise Construction, Inc. and Rick Donnella, individually and doing business as AAA Enterprise Construction, Inc. and Enterprise Roofing Contractors, Inc.
2. The Defendants were served with notice of these proceedings and a copy of the Plaintiff's Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. The Defendants failed to plead or otherwise respond to the complaint.
4. The Defendant, Rick Donnella, is not known to be an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the

Defendants, AAA Enterprise Construction, Inc. and Rick Donnella, individually and doing business as AAA Enterprise Construction, Inc. and Enterprise Roofing Contractors, Inc.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendants, their agents, representatives, employees, successors, and assigns are permanently enjoined from engaging in the following:

a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract which includes at a minimum the following:

i. the name of the consumer and the address of the residential property that is the subject of the home improvement;

ii. the name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;

iii. the date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;

iv. a reasonably detailed description of the proposed home improvements;

v. if the description required by Indiana Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

vi. the approximate starting and completion date of the home improvements;

vii. a statement of any contingencies that would materially change the approximate completion date;

viii. the home improvement contract price; and

ix. signature lines for the home improvement supplier or the supplier's agent and for each customer who is to be a party to the home improvement contract with a legibly printed or typed version of that person's name placed directly after or below the signature.

b. in the course of entering into home improvement transactions, failing to put the contract in a form that each consumer who is a party to it can reasonably read and understand;

c. in the course of entering into home improvement transactions, failing to provide a fully executed copy of the home improvement contract to the consumer immediately after the consumer signs it;

d. in the course of any consumer transaction, representing, expressly or by implication, that the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendants know or reasonably should know they cannot.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered for the Plaintiff, State of Indiana, and against the Defendants, AAA Enterprise Construction, Inc. and Rick Donnella, individually and doing business as AAA Enterprise Construction, Inc. and Enterprise Roofing Contractors, Inc. as follows:

a. voiding of the Defendants' unlawful contract with consumer Tonie Hunter, pursuant to Indiana Code § 24-5-0.5-4(d);

b. consumer restitution, pursuant to Indiana Code § 24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumer Tonie Hunter to Defendants in the amount of Eleven Thousand Eighty-Nine Dollars and Thirty-Five cents (\$11,089.35);

c. costs, pursuant to Indiana Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action in the amount of Three Hundred Dollars (\$300.00);

d. on Count III of the Plaintiff's Complaint, civil penalties, pursuant to Indiana Code § 24-5-0.5-4(g), for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation for a total amount of Ten Thousand Dollars (\$10,000.00), payable to the State of Indiana; and

e. on Count III of the Plaintiff's Complaint, civil penalties, pursuant to Ind. Code § 24-5-0.5-8, for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation for a total amount of One Thousand Dollars (\$1,000.00), payable to the State of Indiana.

A total monetary judgment in the amount of Twenty-Two Thousand Three Hundred Eighty-Nine Dollars and Thirty-Five Cents (\$22,389.35) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against Defendants, AAA Enterprise Construction, Inc. and Rick Donnella, individually and doing business as AAA Enterprise Construction, Inc. and Enterprise Roofing Contractors, Inc.

ALL ORDERED, ADJUDGED AND DECREED on this 15 day of

Dec., 2008.


Judge, Marion Superior Court

Distribution:

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